

REQUEST FOR PROPOSAL



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

DATE ADVERTISED: August 26, 2004

RFP Title: **Natural Yard Care Education**

Requesting Dept./ Div.: **Dept. of Natural Resources & Parks – Solid Waste Division**

RFP Number: **148-04CMB**

Due Date: **September 21, 2004 – no later than 2:00 P.M.**

Buyer: **Cathy M. Betts, cathy.betts@metrokc.gov, (206) 263-4267**

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Wednesday, September 8, 2004**, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *Natural Yard Care Education* for the *King County Department of Natural Resources & Parks – Solid Waste Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *four (4) copies* of the proposal response, data or attachments offered, for *five (5) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Wednesday, September 8, 2004, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

http://www.metrokc.gov/finance/procurement/find_us.asp

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Thursday, September 9, 2004 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy Betts, Buyer cathy.betts@metrokc.gov / *Secondary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov. Questions may also be sent via fax or mail to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Natural Resources & Parks, all factors considered. King County reserves the right to reject any or all proposals submitted.

- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staff are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

or Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. More information regarding Time of Performance and price increases is included in Section II.

In the event that the County does not invoke the contract pricing elements contained in Section II, Part 1, Item D "Time of Performance", it is the County's standard policy that prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation

selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Natural Resources & Parks, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals which are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the

material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

PART 1 - GENERAL INFORMATION

A. Project Summary

The King County Solid Waste Division requests proposals from a consulting firm qualified in the field of environmental education and public relations to manage a year round natural yard care education program. The program shall target consumers, landscape professionals, and retail staff in nurseries and lawn and garden centers that participate in the Northwest Natural Yard Days. The centerpiece of the education program is the five steps of natural yard care:

- Build healthy soil
- Plant right for your site
- Practice smart watering
- Think twice before using pesticides
- Practice natural lawn care

The consultant team shall perform the following types of tasks under the contract:

1. Consumer Education
2. Retail Staff Education
3. Landscape Professional Education

The consultant shall propose to the scope as written and may propose an alternative to any tasks if desired (this will be an optional part of the proposal process).

B. Background

As a guiding long-term principle, the Solid Waste Division has committed to **Zero Waste of Resources 2030**. This means that materials that have value should not be disposed, but rather reused or recycled. An estimated 58% of the waste materials disposed at transfer stations have economic value, recycling markets, and infrastructure in place. Zero Waste does not mean zero garbage, but rather what is disposed is waste and truly has no other value.

Residential yard care is a *core program* of Zero Waste of Resources 2030. The specific Recycling and Environmental Services Section (RES) goals that apply to this contract are *diversion of materials* from King County's solid waste system (yard waste, grass clippings) through home composting and mulch mowing, *improvement of water quality* through reduction of pesticide use, and *improved soil* by increased use of compost.

To accomplish these goals the Solid Waste Division has worked with cities, other counties, agencies, retailers and manufacturers to provide annual sales incentives for consumers to buy products that increase the likelihood of natural yard care by residents who manage their yards. A component of this program has been education for consumers and at retail.

For 2005, the education component of the former retail sales and education contract ("Get Mower for Less", "Grasscycling", "Northwest Natural Yard Days", there have been several names) is a stand-alone program that will provide natural yard care education year round, while also coordinating with the consultants who manage the Seasonal Campaigns to promote natural yard care through consumer incentive programs.

Time frame: January 1 2005 to December 31, 2005

C. Scope of Work

Task 1 – Retail Sales Staff Training Program

Work cooperatively with the Marketing Staff that's under a separate contract to provide the retail part of Northwest Natural Yard Days, with King County, its partners and the retail program participants to manage the 2005 retail sales staff and management training program. The program shall focus on continued education about the five steps that are the basic messages of natural yard care. Retail staff education was begun in 2003. The training program for 2005 shall begin before the retail sales events (both spring and fall). This task will require close coordination with Northwest Natural Yard Days campaign consultants. The task goals are to provide education to retail staff and managers about:

- The nature of King County Solid Waste Division's environment programs and goals which are increased use of compost, decreased use of pesticides, practice of natural yard care
- The need for their participation as the point of contact to consumers
- The connection between the purchase and use of products in their stores to the local environment
- Over use of products that may be detrimental to the environment
- The importance of soil health for overall gardening success

The selected consultant shall:

- Coordinate with the Northwest Natural Yard Days contract staff to create the list of each participating store, store manager, and garden staff people to determine number and needs for each participating store. Find the "maven" for each store and construct a social marketing network.
- Conduct workshops in February and early March before the peak retail season and follow up as appropriate for a second and/or third campaign. A fall education session would be held before a fall campaign.
- Coordinate with store managers (or regional managers) to determine the appropriate training forum—extended staff meeting, 10 - 15 minute presentations or special meetings.
- Target workshops to retailers' needs, while ensuring that key messages are the same for all workshops.
- Coordinate training materials with retail campaign point of purchase materials and customer handouts.
- Establish "retail territories" so that Northwest Natural Yard Day (NNYD) educators and volunteers can build relationships with retailers, (e.g. conduct workshops or refill point-of-purchase materials). We call this "adopt a box" whereby a one-to-one relationship is developed between educators and stores.)
- Coordinate with the contract manager for Master Recycler Composters to leverage their education outreach to retail stores
- Coordinate with the regional Natural Lawn & Garden Hotline (206-633-0224) for store employees to call to ask questions they are not able to answer. The Hotline is partially funded by the Local Hazardous Management Program in King County.

All retail staff training will be closely integrated with the retail store sales program.

Task 2 - Consumer Education

The selected consultant will design and implement a program to provide natural yard care education to consumers. This may or may not be connected to each retail sales campaign. The focus will be the benefits of and techniques for natural yard care, specifically targeting the five steps. Specific task goals for consumers are to:

- Provide information for consumers so they can make informed choices about yard care and yard care products
- Provide consumers with useful and easy-to-use materials that connect their backyard behaviors with the larger environment in which they live
- Increase the purchase and use of mulching mowers for grasscycling

- Increase the purchase and use of compost and mulch to improve soil
- Decrease the purchase and use of pesticides
- Increase residential home composting of yard waste

A yard care survey was conducted in 2003 and is available for use as a base line against which results can be measured.

The selected consultant shall:

- Research and propose a way to provide on-site educational opportunities at retail sites. These may or may not coincide with the Seasonal Campaign dates.
- Research and present education programs at other sites and/or community events such as, but not limited to, garden clubs and environmental organizations. This might be as simple as providing them with natural yard care materials or arranging presentations about natural yard care.
- Coordinate with groups such City recycling coordinators, Master Recycler Composters, Master Gardeners, WSU Extension, Seattle Tilth, who can provide expertise and volunteers to stretch the program funds.
- Create a spreadsheet of outreach programs delivered, and provide a quarterly report to the county.
- Create and implement a way to evaluate each outreach program to report on the results, assess the effectiveness and make recommendations for improvement. Specifically, did the program achieve its goals?

Task 3 – Landscape Professional Education Program

The selected consultant will design a program targeted at local landscape professionals to increase natural yard care practices among those who work in professional and residential landscapes.

The selected consultant shall:

- Design incentives for landscape professionals to embrace natural yard care.
- Coordinate with the Washington Association of Landscape Professionals (WALP) and Washington State Nursery and Landscape Association to develop partnership activities. These groups have experience with outreach to landscapers and have worked regionally to provide training.
- Design a packet of information that can be given to landscape professionals to promote natural yard installation and maintenance. [Note: all design and printing is done by King County Graphics and Printing Departments]
- Consider language variations among landscape professionals and recommend for or against other-than-English materials.

Task 4 – Coordination with Seasonal Campaign Consultants

The selected consultant will work cooperatively with the marketing staff for the Seasonal retail campaigns that are under a separate contract.

The selected consultant shall:

- Attend meetings with the marketing consultants and the county and report to the Project Manager on a regular schedule
- Coordinate the training schedules with the retail sales incentive program schedules
- Collaborate on scheduling contact and outreach with retail participants

D. Time of Performance

The initial contract will run from November 1, 2004 through December 31, 2005. As noted in Section I, the contract period may be extended in one (1) year increments for two (2) additional one-year periods in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions may be allowed after the initial contract period. The annual increases or decreases shall be negotiated at the start of the contract. Any agreed-to changes for annual increases or decreases shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes. King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If prior acceptance of the higher price has not been done by King County, the invoice may be rejected and returned to the Contractor for a correct invoice.

E. Budget

The budget from King County for this Scope of Work is \$80,000. Partnering suburban cities and local agencies have provided additional funding in the past and may continue. When this is known, the budget will be revised accordingly.

PART 2 – CONTRACT FUND AVAILABILITY

Full funding for this project is contingent on final approval of the 2005 Budget by the King County Council.

A. Qualifications

King County Recycling and Environmental Services (RES) section desires a consultant team with teaching experience in both community and business. The team should have strong experience working with a range of personalities, and work schedules (some training may need to be early morning or on weekends). Experience in designing curricula is desirable. The selected consultant group must be team players, and be able to coordinate with other agencies, departments, volunteers and others who are involved in the same or similar programs. (Example: King County's Natural Yard Care Neighborhood and Master Recycler Composter programs.)

B. Proposal Format

Limit the responding proposal to 20 pages of text (ten double-sided pages) printed on recycled paper in 11-point font or larger. The cover letter, table of contents, organizational charts, resumes and appendices are not included in the 20-page limit. It is preferred that the proposal is **not** bound and has **no hard or plastic covers**. Binder clips are acceptable. Assemble the proposal in this order:

1. This RFP document and any Addenda issued, signed as appropriate;
2. A cover letter that includes a contact name with phone number and e-mail address;
3. A Table of Contents, including appendices.
4. Description of Proposed Project Team and Management Approach.

Describe the structure of your proposed project team. Include an organizational chart and list the principal officers of the prime consultant and any sub consultants, the project manager and task leaders. Provide project team resumes as well as one or two paragraphs on each team member that describes responsibilities and experience in terms of their contribution to this project. Limit resumes to one page and list professional experience in chronological order with dates included. Include the same information for any proposed subcontractors.

Describe how you will manage the contract to ensure that the work is performed effectively, on time, and within budget. Include the methods you plan to use to ensure:

- a. Countywide outreach.
- b. Effective and appropriate educational support materials,
- c. Coordination of the various messages (RES, water quality, habitat, resource conservation) promoted by the King County Department of Natural Resources and Parks.

5. Description of Related Experience.

Describe education/outreach project(s) that your consultant group has undertaken to educate a group of community or staff people in a business. How were results measured? Use projects that pertain to environmental education issues, if possible. For each project include the following:

- a. Name of client, name of project manager, phone number, start date and completion date, project budget. List the personnel in your company that were included on the team, their title and description of the work they did, and whether they were prime consultants or subcontractors
- b. A brief description of the project, its objectives, and a description of the education strategy
- c. Include a sample of materials developed by personnel proposed to work on *this* contract. Label these materials with project title, client name, and team member who did the work.
- d. Describe how the education was evaluated to determine its effectiveness in meeting the project objectives. List goals achieved and lessons learned.

6. Approach to the Scope of Work.

In this section provide your vision for an effective education program to further the goals of natural yard care in King County. Address the following:

- a. Your vision of a 2005 outreach/education program and your proposal for the project's approach and work products for each of the three tasks (landscape professionals, consumers, retail staff). Methods you would use to obtain support from other agencies, volunteer programs to achieve an effective program with limited funds.
- b. How the 2005 program might continue each year building on the success and track record of past programs and the 2005 program.
- c. Include a timeline for the program for each task, taking into consideration that some tasks must coordinate with other programs, and that volunteer and agency support staff may be needed. Include recommendations beyond 2005.
- d. Provide a detailed cost estimate showing the number of hours and hourly rates for each task and each team member per task, costs for materials and other support collateral.

PART 3 – CONSULTANT SELECTION PROCESS

A. General Approach

Proposals will be rated according to the criteria below. If this results in a short list of highest-ranked firms, those firms may be asked to provide additional information in an oral presentation. The Solid Waste Division reserves the right to conduct oral interviews in addition to the written evaluations. The selected firm will be the highest ranked firm based on the combined total of the written evaluation criteria and interview, if conducted. King County reserves the right to award no contract under this RFP, and to reduce or increase the dollar amounts allocated to each task.

B. Selection Panel

The selection panel will include members of the Solid Waste Division and other individuals at the discretion of the Division. The panel will rate the applicants and recommend selection for the Solid Waste Division Director's approval based on the ratings from the written proposals, work samples/references, and if conducted, any interviews.

C. Selection Schedule – some dates are approximate and subject to change.

RFP Issued	8/26/04
Pre-Proposal Meeting 10 a.m.	9/8/04
Written Questions Due	9/9/04
Addendum Issued if Needed	9/13/04
Proposals Due, no later than 2 p.m.	9/21/04
Evaluation Period Begins	9/22/04
Select & Notify Short List	10/8/04
Interviews (optional)	Week of October 8, 2004
Final Selection	October 15, 2004
Contract negotiated	October 22, 2004
Final contract signed	November 1, 2004

D. Evaluation Criteria

1. Qualifications and Relevant Experience - **35 points**

- **10 points** – Demonstrated knowledge of natural yard care, yard waste reduction, composting, resource conservation, sustainability and other environmental concerns
- **10 points** – Demonstrated experience working with various aspects of community outreach and familiarity with adult education, methods and adult educational trends as they relate to yard care management.
- **10 points** – Demonstrated knowledge and experience related to successful education strategies in community and business education
- **5 points** – Demonstrated success in connecting with adults who have a variety of interests, skills and ability, and engage their interest to effect behavioral change.

2. Approach to Scope of Work - **30 points**

- **5 points** – Demonstrated understanding of program goals, target audiences and the responsibilities of the consultant team.
- **10 points** – Demonstrated knowledge of methods of adult education, social marketing, ability to build on the current program's successes, and knowledge of community resources for volunteer and agency support.
- **10 points** – Inclusion of measurements for success or effectiveness. Evaluation strategies match audience type and program goals. Evaluation of project tasks shall be feasible, practical, easy to implement and seek to measure changes in behavior and awareness. Stated goals and a performance measure for each shall be present in the evaluation tool
- **5 points** – Creativity in proposing new elements or strategies.

3. Organization and Management Approach - **10 points**

Proposals will be rated on the completeness of the proposal in response to the RFP, the composition of the team, the skills of each team member and the appropriateness of the team related to the scope of work. The team shall have experience working together and be organized to ensure efficient and effective delivery of work products. The team shall demonstrate an understanding of the client/agency relationship.

4. Proposed Budget and Pricing Structure - **25 points**

Proposals will be rated on the clarity and completeness of their pricing structure and fees and value provided to King County relative to other proposals and similar work done for King County. Consultant charges and invoicing policies must follow King County guidelines.

100 points Total Possible Points from Written Proposal

5. Oral Interviews (if requested) **50 points**

If an award is not made based on the written evaluations alone, interviews may be conducted with the top-rated companies. If conducted, they will be scored on the following criteria:

- a. Subject expertise with regard to teaching methods for adult education. – **20 points**
- b. Creative approach - **15 points**
- c. General presentation - **15 points**

Final award would then be based on the total accumulative points from the written evaluations and oral interview scores.

PART 4 – REFERENCES

- A. Natural Yard Care booklet <http://dnr.metrokc.gov/swd/resrecy/composting/naturalyardbooklet.asp>
- B. Selection of one-sheets http://dnr.metrokc.gov/swd/resrecy/composting/naturalyard_publications.asp

PART 5 – CONTRACT TERMS

A. Labor Category billing rates.

King County Solid Waste, Recycling and Environmental Services (RES), adopted an (optional) annually determined labor category rate method of billing for consultants. The labor category rates are for one calendar year for all Solid Waste contracts held by the consultant: contracts initiated during that year, and amendments to any contract in that year.

The labor category rate for the following year (if a contract is extended) will be negotiated in November - December and will apply to all amendments to contracts held by the consultant and to any newly initiated contracts with that consultant in the next year.

- 1. Consultants that select the labor category billing method will present their annual rate proposal by the end of the first week in November.
- 2. Annual increases to the contract will be allowed based on the prior year's consumer price index or producer price index plus no more than 2%, and profit shall not exceed 10% for any year.
- 3. Employees may be granted a raise to a higher category January 1st of each year.

B. Direct Salary, Overhead, and Profit billing rates.

- 1. Profit for the consultant is based on cost-plus-percent-of-cost and shall be between 8% to 10%. Final profit will be based upon negotiation with the project manager, and shall consider the degree of risk and difficulty of the project.
- 2. Labor rate adjustments are limited to once a year.
- 3. A 5% limit on overhead rate increases for the duration of the contract applies to prime and sub-consultants.

4. Fully loaded billing rates may be used based upon the amounts agreed upon in B. 1-3.

C. Annual increases to billing rates (applies to small firms with no accounting system in place which identifies direct and indirect costs separately) are limited to the consumer or producer price index for the prior year plus 2%.

D. Prohibition of Markup.

It is the King County Solid Waste Division's policy that Consultants shall not markup sub-consultant costs and Other Direct Costs (ODCs).

SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;

2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupational qualification;
4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
 4. Domestic Partner Benefits Declaration Form.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
 2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
 4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
 5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

- E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK

A. Site Visits

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS

PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return

to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.
- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected consultant shall furnish Automobile Liability with a limit of \$1,000,000.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS**A. Non-Discrimination in Benefits to employees with Domestic Partners**

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/finance/procurement/equalbenefits.asp>.

B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet

performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

F. Labor Harmony Clause

The Contractor shall furnish, and shall require any and all of its subcontractors to furnish, labor that works in harmony with all other elements of labor providing in any way goods or services relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including, without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.

- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$300,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

SECTION VII – REQUIRED FORMS


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Domestic Partner Benefits Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked “Original.”
- D. Four (4) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED			
Do Not Delay – Deliver Immediately			
U R G E N T	 King County	King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598	U R G E N T
	Bid No.	RFP 148-04CMB	
	Bid Title	Natural Yard Care Education	
	Due Date		
	Vendor		